

2012 Exam Prep Provider Listing, Licensing, Data Privacy and Use Agreement

This Exam Prep Provider Listing, Licensing and Data Privacy and Use Agreement (the "Agreement") is made between the Global Association of Risk Professionals, Inc, ("GARP") a New Jersey not-for-profit entity whose offices are located at 111 Town Square Place, Suite 1215, Jersey City, New Jersey, 07310 and, _____ (hereinafter referred to as the "Exam Prep Provider"), a _____ organization/individual, whose primary offices are located at _____.

WHEREAS, the Exam Prep Provider wishes to offer preparatory course materials and/or courses for one or more of the following GARP examination programs (check all that are applicable):

- Energy Risk Professional program (ERP®)
- Financial Risk Manager Examination program (FRM®)
- International Certificate in Banking Risk and Regulation (ICBRR®)
- Foundations of Banking Risk (FBR™)

WHEREAS, the Exam Prep Provider wishes to promote its course and course materials to GARP's examination candidates; and

WHEREAS, the Exam Prep Provider requests that GARP list certain of its preparatory course-related information on GARP's website, www.GARP.org; and

WHEREAS, GARP has determined that it is in the best interests of its examination candidates to be aware of Exam Prep Providers offering preparatory courses and/or materials for its various examinations; and

WHEREAS, GARP desires to list certain of the Exam Prep Provider's preparatory course-related information on its website in its appropriate website section(s), as the case may be, and provide to the Exam Prep Provider certain Candidate Information provided to it by examination candidates who have affirmatively opted-in to have their contact information provided to Exam Prep Provider(s); and

NOW THEREFORE, in consideration of these premises, the mutual covenants and obligations contained herein and intending to be legally bound hereby, the parties, subject to the terms and conditions set forth herein, agree as follows:

I. License

- (a) **"Licensed Marks"** shall mean ERP®, FRM®, GARP®, Global Association of Risk Professionals™, ICBRR®, FBR™ and GARP's logo.
- (b) GARP grants the Exam Prep Provider a limited, personal, non-sub licensable, non-transferable, non-exclusive license to use GARP's Licensed Marks, as applicable to the courses or course materials being provided, solely for the purpose of identifying the Exam Prep Provider as a provider of exam

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preparatory materials. The Exam Prep Provider may not use the rights granted by this License for any other purpose, including advertising or promoting any other educational or preparatory courses.

- (c) GARP reserves all rights not granted to Exam Prep Provider as a result of this Agreement. These rights include common law and statutory rights of trademark, trade secret and copyrights owned by GARP.
- (d) All use of the Licensed Marks including the goodwill generated there from shall inure to the benefit of GARP.

II. Use of GARP Candidate Information

- (a) **“Candidate”** shall mean an individual who has registered for GARP’s examinations.
- (b) **“Candidate Information”** shall mean all information provided to the Exam Prep Provider by GARP relating to a Candidate, which may include, among other things, Candidate contact information such as the candidate’s name, address, phone number or fax number, electronic mail address, as well as any other information concerning the Candidate
- (c) **“Stated Purpose”** shall mean providing information to the Candidate concerning preparation courses and course materials solely for the examination(s) as checked above which are administered by GARP.
- (d) Exam Prep Provider shall not provide, use, rent, sell, transmit, disclose, or deliver to any other person, party, firm, corporation or other entity Candidate Information provided to it by GARP unless required by law.
- (e) Exam Prep Provider may not use the Candidate Information in a manner which, in the sole and absolute opinion of GARP, tends to mislead, misinform, deceive, disparage or be distasteful in content or presentation, and GARP, in its sole discretion, may require the Exam Prep Provider to modify, amend or cease such use(s).
- (f) Permitted Uses and Disclosures by the Exam Prep Provider. Exam Prep Provider may use Candidate Information to contact the Candidate for the Stated Purpose only in accordance with the following restrictions:
 - i. The initial communication from Company to the Candidate must begin with the following sentence: “We have received your name from GARP pursuant to your opt-in request to obtain information regarding preparation courses for *(Exam Prep Provider shall insert here the name(s) of the examination program(s) for which this License has been granted)*”.
 - ii. If the Candidate does not contact the Exam Prep Provider after the initial communication from the Exam Prep Provider to the Candidate, the Exam Prep Provider shall not contact the Candidate a second time.
 - iii. In addition to the purpose permitted under this section (f), Exam Prep Provider may use Candidate Information as necessary for the proper management and administration of the Exam Prep Provider to carry out the legal responsibilities of the Exam Prep Provider.
 - iv. Exam Prep Provider shall not use the Candidate Information for any purpose not specifically enumerated in this section (f).

III. Obligations and Activities of the Exam Prep Provider

Notwithstanding any other provision of this Agreement:

- (a) Exam Prep Provider shall maintain suitable records in commercially reasonable detail with respect to the Exam Prep Provider's use, storage and transfer of the Candidate Information and Exam Prep

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Provider agrees that GARP may review, upon reasonable advance notice, such records to ensure compliance with the terms of this Agreement.

- (b) Exam Prep Provider shall establish and maintain appropriate safeguards (including appropriate physical, technical, and administrative measures) that reasonably and appropriately protect the confidentiality, integrity, and availability of the Candidate Information and that comply with all governmental and statutory requirements regarding the use and dissemination of any Candidate information.
- (c) Exam Prep Provider shall immediately mitigate, to the extent practicable, any harmful effect that may become known to the Exam Prep Provider of a use or disclosure of the Candidate Information by the Exam Prep Provider in violation of this Agreement.
- (d) Exam Prep Provider shall report to GARP any known security incident or any known use or disclosure of Candidate Information not provided for by this Agreement.
- (e) Exam Prep Provider shall document disclosures of Candidate Information and information related to such disclosures as would be required for GARP to respond to a request by a Candidate for an accounting of disclosures of Candidate Information. Exam Prep Provider shall provide such documentation within ten (10) business days of a request by GARP (or in such other time or manner as may be reasonably requested by GARP), to permit GARP to respond to such a request.
- (f) On occasion a GARP test venue may allow an Exam Prep Provider to establish a display on exam day. This is test venue option is not monitored or controlled by GARP. If a test venue provides this option and you plan on taking advantage of such an arrangement, you must notify GARP at least five (5) business days in advance of the May or November exam day when you will be displaying your Exam Prep Provider information.
- (g) Exam Prep Providers agree to display the up-to-date version of GARP's logo. GARP will provide all Exam Prep Providers with the correct artwork, as well as branding guidelines, for implementation.
- (h) GARP will provide Exam Prep Providers annually with updated facts relating to GARP's Membership and Exam registrations. Exam Prep Providers shall use where applicable the latest GARP-provided facts and figures on their websites and printed collateral.
- (i) Exam Prep Providers agree to have a link on their website which links back to GARP's website on an appropriate page to be determined by GARP.
- (j) Exam Prep Provider understands and agrees that it is a violation of GARP copyright to publish, or enable others to publish, in written or electronic form, any GARP copyrighted material(s) (see Section VIII below), without GARP's expressed written permission.

IV. Use of Licensed Marks

- (a) Exam Prep Provider may not use the Licensed Marks in a manner which, in the sole and absolute opinion of GARP, tends to mislead, misinform, deceive, disparage or be distasteful in content or presentation, and GARP, in its sole discretion, may require the Exam Prep Provider to modify or amend such uses.
- (b) Exam Prep Provider must use the appropriate registration mark symbol(s): ®; or ™ after the first use and after each prominent use (e.g., section headings or in larger font) of the Licensed Marks in Exam Prep Provider's materials.
- (c) On web sites, each page or section is considered a prominent use.

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- (d) The Exam Prep Provider must state prominently on all materials prepared by the Exam Prep Provider, including the Exam Prep Provider's web site(s), which contain or reference the Licensed Marks, the following notice in bold and in a font size no smaller than 8 point:

GARP does not endorse, promote, review or warrant the accuracy of the products or services offered by (insert Exam Prep Provider's name) of GARP Exam related information, nor does it endorse any pass rates that may be claimed by the Exam Prep Provider. Further, GARP is not responsible for any fees or costs paid by the user to (insert Exam Prep Provider's name) nor is GARP responsible for any fees or costs of any person or entity providing any services to (insert Exam Prep Provider's name). ERP®, FRM®, GARP® and Global Association of Risk Professionals™, ICBRR® and FBR™ are trademarks owned by the Global Association of Risk Professionals, Inc.

- (e) Exam Prep Provider understands and agrees that all goods and services offered by Exam Prep Provider in connection with which the Licensed Marks and exam preparatory courses are used shall be of good quality.

V. Term and Cancellation.

- (a) **This Agreement shall automatically terminate on November 17, 2012, unless earlier terminated by GARP, except that in the case the Exam Prep Provider has stated it will offer ICBRR or FBR course preparation this Agreement shall automatically renew for a period of one year for either or both of ICBRR and FBR programs only following the initial one year time period from the date of this Agreement unless terminated by GARP at its sole discretion upon thirty (30) days prior notice before the end of the initial year term. The Exam Prep Provider must renew this Agreement following the automatic one year renewal.**
- (b) With regard to the FRM and ERP programs, as each exam is discrete, this agreement can be cancelled at our discretion at any time following the exam's administration.
- (c) GARP may immediately terminate this Agreement and the rights and licenses granted herein in the event it determines in its sole and absolute discretion that the Exam Course Provider is engaged in or is supporting directly or indirectly a competitive program(s) to any of the four (4) GARP examination programs specified above.
- (d) GARP may terminate this Agreement and the rights and licenses granted to the Exam Prep Provider hereunder, at its discretion, immediately upon any breach or violation of any term of this Agreement at any time. Upon any notice of termination Exam Prep Provider shall immediately discontinue its use of the Candidate Information and Licensed Marks in all mediums and within ten (10) business days destroy or return to GARP or direct Exam Prep Provider's agent to destroy or return to GARP all remaining Candidate Information and shall retain no copies of the Candidate Information.

- VI. Exam Prep Provider Materials to be provided GARP.** Within thirty (30) days of printing or completion of FRM or ERP course materials, as the case may be, Exam Prep Provider shall provide GARP with copies of its FRM and ERP examination preparatory course materials, as the case may be, including any promotional materials. All materials must be sent to:

Global Association of Risk Professionals Inc.
111 Town Square Place, Suite 1215

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Jersey City, New Jersey 07310
USA
Attention: Exam Prep Provider Administrator

Receipt of Exam Prep Provider's materials does not indicate GARP's approval of Exam Prep Provider's use of the Candidate Information or the Licensed Marks, or indicate that GARP has reviewed, approved or endorsed the content of any of the Exam Prep Provider's materials. At GARP's request, Exam Prep Provider shall promptly provide GARP copies of any letters or other documents containing complaints or negative comments about Exam Prep Provider's materials, including complaints or negative comments about any course, seminar, or presentation where the Exam Prep Provider's materials were used.

VII. Additional Restrictions.

- (a) Exam Prep Provider's materials may not include biographical information identifying course instructors or product creators as having present or past affiliation with GARP's ERP, FRM, ICBRR or FBR programs and/or Examination Oversight Committee, or present or past participation as a GARP examination grader, proctor, supervisor, or question writer or present or past employment with GARP, its affiliates or predecessors.
- (b) Exam Prep Provider shall not engage or employ members of GARP's ERP or FRM Examination Oversight Committees, or any other committees or boards developing or designating the curriculum for any of the program's designated above, or GARP employees to prepare materials or give lectures or presentations (whether or not they are compensated for their services), as part of any program that prepares candidates to sit for any of the designated examinations regardless of whether or not a fee is charged for the program, while that individual is serving on the committee or board or in the employ of GARP and for one full year after their term of service, appointment or employment ends unless GARP grants prior written approval .

VIII. Copyright Ownership. Exam Prep Provider acknowledges GARP's ownership of and copyright interests in the Candidate Information and Licensed Marks. GARP owns the copyright interests in all FRM, ERP, ICBRR and FBR exam questions and GARP prepared related material including any examination preparatory statement(s) commonly referred to as learning outcome statements (AIM statements) and books that are published by GARP.

IX. Warranty. ALL CANDIDATE INFORMATION AND OTHER INFORMATION PROVIDED BY GARP IS PROVIDED ON AN "AS-IS" BASIS WITH NO WARRANTIES OF ANY KIND. ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT ARE EXPRESSLY DISCLAIMED.

X. Indemnification. Exam Prep Provider shall indemnify, defend and hold GARP harmless from any and all claims or actions arising from Exam Prep Provider's use of the Candidate Information and Licensed Marks and for any and all costs and attorney's fees incurred by GARP relating thereto. GARP shall not be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages or lost profits under any theory or action arising out of the Exam Prep Provider's use of the Candidate Information.

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- XI. Right Upon Breach.** Any breach of this Agreement by Exam Prep Provider shall entitle GARP to immediate injunctive relief and all other relief provided bylaw. Exam Prep Provider shall be liable to GARP for the cost and expenses, including reasonable attorney's fees, incurred in connection with the prosecution of any claim by GARP against Exam Prep Provider.
- XII. Waiver and Severability.** The failure of either party to insist, in any one or more instances, upon performance of any of the terms or conditions of this Agreement shall not be construed as a waiver or a relinquishment of any right. Should any provision of this Agreement be adjudged unenforceable, such judgment shall not limit or affect the enforceability of any and all other provisions of this Agreement.
- XIII. Assignment.** Exam Prep Provider may not assign this Agreement.
- XIV. Governing Law.** Exam Prep Provider agrees that the laws of the State of New Jersey, United States of America shall govern the interpretation, construction, and enforcement of this Agreement. Exam Prep Provider consents to the personal jurisdiction of the state and federal courts located in the State of New Jersey.
- XV. Complete Understanding and Modification.** This document contains the entire agreement between the parties with respect to the subject matter of this Agreement and it supersedes any prior or contemporaneous agreements whether written or oral. This Agreement may be modified only in a writing executed by representatives of both parties.
- XVI. Authority to Sign.** Each individual signing on behalf of GARP and Exam Prep Provider hereby warrants and represents that he/she has received full and proper authorization from his/her respective entity to bind the company, and by signing below does so bind the company, without the need for further documentation or signature.
- XVII. Captions.** The titles and captions of each section, as listed in the Agreement are for convenience only, are not part of this Agreement and shall not affect the interpretation of the Agreement.

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AGREED:

Exam Prep Provider Name as it should appear on our listing

Exam Prep Provider Authorized Representative

Signature

Date

Print Name

Title

Email

Phone

GARP Authorized Representative

Signature

Date

Print

Title

Please send the agreement via fax +1 201-222-5022 to the attention of Michael Eusted or by email to michael.eusted@garp.com . Alternatively, you can mail the agreement to:

Attn: Michael Eusted
Global Association of Risk Professionals
111 Town Square Place
Suite 1215
Jersey City, NJ 07310

Addendum to the Exam Prep Provider Agreement

Candidate Information Request Form

Please check off the region(s) below where you want to receive candidate’s contact information from. A reminder, we cannot send you the candidate information, until we have received a signed Exam Prep Provider Agreement. There are no exceptions to this. This information is sent to you via email, the first Friday of each month, for the previous month. For example, the list is sent October 5st, for the candidates that registered in the month of September. Please note the list provided is only from those candidates that have requested to be contacted by an Exam Prep Provider.

- Africa
- Asia Pacific
- Australia
- Europe
- Middle East
- North America
- South America

Please indicate below who the above candidate information should be forwarded to:

Print Name

Title

Email Phone

Your Signature Date